

EXHIBIT A

In the Matter of:

Rooterman, LLC vs

Klodian Belegu, Quality Air Care Corporation, et al.

Klodian Belegu

March 12, 2025

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1 MR. ROSIN: No, no.

2 THE WITNESS: I need a bathroom break.

3 MR. ROSIN: Okay, take a bathroom
4 break.

5 (Recessed at 1:10.)

6 (Resumed at 1:21.)

7 Q. So we were talking about paragraph 37 in
8 your declaration, Exhibit 6.

9 "Once Google completed the task of
10 updating my personally owned website links to the
11 new domain"; what personally owned website links
12 are you referring to?

13 (Witness perused document.)

14 A. That website was archived, and items on
15 that website was transferred on my 911 Sewer &
16 Drain website, whatever, you know, applied to me,
17 my office; so that's what I think it means.

18 Q. So the new domain is 911 Sewer & Drain?

19 A. No, that's not a new domain. This was
20 attached. Instead of throwing a website, you know,
21 and losing 100 percent of its value, you know, the
22 way it has been explained to me by IT department,
23 if you attach that website, it doesn't matter how
24 good or bad it is, to another website, it brings

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1 that other website, it will give a boost, not that
2 it gives them much, but it will give them, you
3 know, recognition more on Google. That's how it's
4 been explained.

5 So because when the mediation happened
6 I requested to remove it. When request was to
7 remove, I was told that that is not a good idea, to
8 remove, because they just had transferred it, and
9 if that was shut down, it would just collapse
10 everything else, whatever they're doing, which I
11 have no idea; the IT department will have to
12 explain you that.

13 Q. What personally owned website links are you
14 referring to?

15 A. I don't know what was on the website. I
16 did not look at the website. You're talking, that
17 website had, I believe, had thousands of pages.

18 Q. Okay. So you're talking about the
19 rootermanplumberservices.com website and the links
20 that are in that website?

21 A. The restoration work, or whatever it had in
22 there that had to do with me, so I have no idea
23 what it was. The IT department can explain you
24 better, but that website was massive.

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1 Q. Okay. And it was that website that you put
2 approximately \$600,000 a year into?

3 A. That was after 2021, when 2022 started and
4 Premium Services changed the website everything
5 collapsed.

6 Q. No, no. I'm wondering which is the website
7 that you put the \$600,000 a year into?

8 A. That's my point. So until -- at that point
9 that's when we started to advertise and build this,
10 because of the website that, you know, replaced the
11 previous website, not that the previous, was, you
12 know, really good, but was better to what they did,
13 it really collapsed, so we were forced to invest
14 and push all the advertisement through this
15 website. I don't know exactly when it started and
16 how much went through this in that 2022 versus the
17 other website in 2022, that --

18 Q. What other website?

19 A. The rooterman.com website.

20 Q. Okay. But when you were paying SEO to
21 Google, like you told me, right, when we talked
22 about paragraph 11, I invested --

23 A. Correct.

24 Q. -- \$600,000, right, you're talking about

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1 the rootermanplumberservices.com website; right?

2 A. It could be both. In 2022 it could be
3 both. In 2023 I believe was mainly Rooterman
4 Plumbing Services, because the issues that there
5 were with rooterman.com from Premium Services.

6 Q. And the money that you invested to
7 advertise Rooterman in 2022 and 2023 --

8 A. Part of 2022.

9 Q. -- with Google --

10 MR. WOLMAN: Let him finish the
11 question.

12 Q. -- was money you didn't want to waste, and
13 you wanted that to transfer to your new domain?

14 A. Not true.

15 Q. You wanted the advertising and the SEO work
16 for that website to transfer to your new domain?

17 A. No.

18 Q. Well, what are you referring to when you
19 write in paragraph 37, "Once Google has completed
20 the task of updating my website links to the new
21 domain"; what are you referring to there?

22 A. You're confusing the question, because
23 you're talking about the advertisement that was
24 done in 2022, 2023, versus, you know, stopping the

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1 website back in '24.

2 Q. No, no. What I'm asking you is, you just
3 told me that you were told, Don't remove the
4 website, better to transfer it; right?

5 A. That's an IT question.

6 Q. Right. But --

7 A. I'm not going to be able to answer you
8 that.

9 Q. -- what was better about that?

10 A. Again, that would be an IT question. They
11 tried to explain to me, and, actually, that phone
12 call was done during the mediation --

13 Q. What were you worried you were going to
14 lose if you removed it versus transferred it?

15 A. Everything I did -- I spent too much money
16 on this website, as you know --

17 Q. So everything you spent on the website --

18 MR. WOLMAN: Please let him answer his
19 question. You're cutting him off --

20 MR. ROSIN: Yah, I am, because he's not
21 answering.

22 MR. WOLMAN: No, he's entitled to
23 answer the question.

24 Q. Please answer the question, as opposed to

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1 giving me lengthy --

2 MR. WOLMAN: No, do not instruct my
3 client as to how to answer the question.

4 MR. ROSIN: I will. I'll instruct him
5 to answer the question, which I have to the right
6 to do.

7 Q. So Mr. Belegu --

8 MR. WOLMAN: You don't get to tell him
9 how to answer a question.

10 MR. ROSIN: But I am allowed to tell
11 him to answer the question I've asked, as opposed
12 to other questions. Okay.

13 Q. So let me ask you my question again,
14 Mr. Belegu. When you had the choice of removing
15 the website or transferring the website, what was
16 in your mind as to why you wanted it to transfer
17 instead of be removed?

18 A. On my mind was never to turn that website
19 down and fight with you guys, because Rooterman is
20 the one that forced me to open that website by not
21 doing their job in their own website. You know,
22 and you offering me that day to come back to
23 Rooterman, I did not want to turn it off --

24 MR. ROSIN: Move to strike.

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1 A. I went back to IT department, I said, Look,
2 what can I do, because I'm getting forced to move,
3 and Arthur was saying to transfer it --

4 MR. ROSIN: Move to strike.

5 A. -- which at that point I didn't know
6 exactly what and how things worked. I placed a
7 call to IT department. They said, removing,
8 closing, you know, pretty much, you know, is gone,
9 is nothing you can do. Archiving it, you know, and
10 you could maybe use it later on or Rooterman taking
11 it later on, or something else that could be more
12 helpful. In order to archive I believe he said you
13 have to transfer what you have to a different
14 domain, whatever domain is used, then archive, you
15 know, the entire, you know, website. I have no
16 clue what language that means, just like you guys
17 have a different language, and sometimes I don't
18 understand, many cases, you know, IT department is
19 a different.

20 Q. Okay. Well, in paragraph 37 you wrote,
21 "the new domain"; do you see that?

22 (Witness perused document.)

23 Q. Do you see those three words?

24 (Witness perused document.)

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1 A. Paragraph 37, "domain for marketing
2 advertising purposes" --

3 (Witness perused document.)

4 Q. Do you see the words "the new domain" in
5 the last line?

6 A. Yes, I see that.

7 Q. Which new domain are you referring to?

8 A. The domain that you guys forced me to go a
9 different route, open 911 Sewer & Drain.

10 Q. So you're referring to 911 Sewer & Drain?

11 A. Yes, that's where that got transferred.

12 Q. And when you referred to "personally owned
13 website links" just before that, you're referring
14 to personally owned website links on the
15 rootermanplumberservices.com website; right?

16 A. I don't know what was in there that needed
17 to be transferred or needed to be saved, so.

18 Q. Well, these are your words --

19 A. And I --

20 Q. -- these are signed under oath.

21 MR. WOLMAN: Please don't interrupt
22 him.

23 A. To translate an IT into lawyer's words, you
24 know, I don't know how to do that, so I did my best